
IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

| | | |
|--|---|-----------------------------------|
| M.K., a Minor by Michael Kurhan, III, | : | Civil Action No. 2:24-cv-02341-HB |
| His Guardian, and Michael Kurhan, III, | : | |
| Individually | : | |
| | : | |
| v. | : | |
| Life Time | : | |
| | : | |

ORDER APPROVING SETTLEMENT AND ORDER FOR DISTRIBUTION

AND NOW, this _____ day of _____, 2024, upon Consideration of Petitioner's Petition for Leave to Settle or Compromise Minor's Action, it is hereby ORDERED and DECREED that Petitioner is authorized to enter into settlement with Life Time in the gross sum of Thirty-Five Thousand Dollars (\$35,000.00). Respondent shall forward all settlement drafts or checks to Petitioner's counsel for proper distribution.

It is FURTHER ORDERED and DECREED that the settlement proceeds be distributed as follows:

- | | |
|---|-----------------|
| 1. To SILVER & SILVER – reimbursement of costs of | \$575.00 |
| i. Federal Court Filing Fees | \$405.00 |
| ii. Legal Ease | \$110.00 |
| iii. Faxes/Postage/Etc. | <u>\$60.00</u> |
| TOTAL COSTS | \$575.00 |
| | |
| 2. Outstanding Medicals/Liens | |
| i. Optum Lien (Reduced from \$4,082.36) | \$3,582.36 |
| ii. Berwyn Fire Dept. E.M.S. | <u>\$636.52</u> |
| TOTAL MEDICAL BILLS/LIENS | \$4,218.88 |
| | |
| 3. To SILVER & SILVER – counsel fees of \$11,666.66 (33.33% of gross to Minor). | |
| | |
| 4. The balance, the sum of \$18,539.46 payable to M.K., a Minor, shall be distributed as follows: counsel shall open a savings account in the sum of \$18,539.46 in the name of the Minor. The savings account shall be titled and restricted as follows: “Not to be withdrawn before the minor attains majority, except for the payment of city, state, and federal income taxes on the interest earned by the savings account, or upon prior Order of Court.” | |

Petitioner's counsel shall, within sixty (60) days from the date of this final order, file with the Clerk of the Court proof of the establishment of the account as required herein, by Affidavit from counsel certifying compliance with his Order. Counsel shall attach to the Affidavit a copy of the bank account containing the required restrictions.

BY THE COURT:

J.

SILVER & SILVER

By: Joseph F. Schwartz, Esquire

Identification No.: 87550

42 W. Lancaster Ave., Third Floor

Ardmore, PA 19003

(610) 658 – 1900

Attorney for Plaintiffs

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| M.K., a Minor by Michael Kurhan, III, | : | Civil Action No. 2:24-cv-02341-HB |
| His Guardian, and Michael Kurhan, III, | : | |
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| | : | |

PETITION FOR APPROVAL & DISTRIBUTION OF MINOR'S COMPROMISE

Michael Kurhan, III, parent and natural guardian of M.K., a minor, by his attorneys, Silver & Silver, hereby request the Court to approve settlement of a personal injury matter on behalf of M.K., and assigns the following grounds therefore:

1. Michael Kurhan, III, is an adult individual residing at 68 Llangollen Lane, Newtown Square, PA 19073.
2. M.K. is a minor residing with his father, Michael Kurhan, III, having been born on November 27, 2007, and is currently 16 years of age. His social security number is 149-19-8888.
3. On July 9, 2022, M.K. took a spin class at Life Time Fitness center located at 700 East Swedesford Road, Wayne, PA 19087.
4. During the class, the strap on M.K.'s left foot became undone and the pedal of the bike struck M.K.'s unsecured left foot causing his left ankle to fracture and throwing him off the bike.

5. As a result of the incident, M.K. sustained a left lateral malleolus fracture.
6. Immediately after the incident, M.K. was taken to Children's Hospital of Philadelphia Emergency Department ("CHOP") by ambulance.
7. On July 11, 2022, M.K. returned to CHOP with complaints of numbness and tingling in his left lower extremity.
8. On July 17, 2022, M.K. treated at the CHOP orthopedic clinic with Matthew Grady, MD who evaluated the ongoing pain in his left ankle and placed him in a cast.
9. On August 5, 2022, M.K. returned to CHOP orthopedics for a follow up visit and to have his cast removed. M.K. received an X-ray that revealed a healing fracture of the left lateral malleolus.
10. M.K. has not required any additional treatment outside of his follow up appointments with CHOP.
11. A true and correct copy of M.K.'s medical records are attached hereto and marked as Exhibit "A".
12. Counsel for the Petitioner, Joseph F. Schwartz, Esquire, believes that it is in the best interest of the parties to resolve this matter on the terms stated for \$35,000.00 and, in his professional opinion, believes that this is the best result and most economical way to resolve the claim.
13. Michael Kurhan, III, has been informed of the settlement amount, has been advised of the proposed attorney's fees and deductions for costs involved in this matter, and agrees that it is in the best interest of the Minor to settle the matter on the terms stated for \$35,000.00.

14. A true and correct copy of the signed release is attached hereto and marked as Exhibit “B”.

15. A true and correct copy of the \$636.52 bill from Berwyn Fire Department EMS via United Revenue Collections Service is attached hereto as Exhibit “C”.

16. A true a correct copy of the letter from Optum agreeing to accept \$3,582.36 as full and final payment of M.K.’s \$4,082.36 health insurance lien is attached hereto as Exhibit “D”.

17. Petitioner has retained Silver & Silver as his attorney and the said attorney’s fee agreed upon in this matter is one third of the gross settlement. See a true and correct copy of the contingency fee agreement attached hereto as Exhibit “E”.

18. In addition, Silver & Silver has expended the following costs in this matter:

| | |
|---|----------------|
| 1. To SILVER & SILVER – reimbursement of costs of | \$575.00 |
| iv. Federal Court Filing Fees | \$405.00 |
| v. Legal Ease | \$110.00 |
| vi. Faxes/Postage/Etc. | <u>\$60.00</u> |
| TOTAL COSTS | \$575.00 |

Wherefore, Petitioner prays that the Court will approve the said Minor’s Compromise and direct that the amount of \$18,539.46 be deposited into a restricted account on behalf of Minor M.K. and marked “Not to be withdrawn before the minor attains majority, except for the payment of city, state, and federal income taxes on the interest earned by the savings account, or upon prior Order of Court.” Petitioner requests that the Court approve the attorney’s fee of one third, or \$11,666.66, to Silver & Silver and the reimbursement of costs to the said attorney of \$575.00

Respectfully submitted,
LAW OFFICES OF SILVER & SILVER

BY: Joseph Schwartz

Joseph F. Schwartz, Esquire
Attorney for Petitioners
SILVER & SILVER
42 W. Lancaster Avenue
Ardmore, PA 19003

Date: September 17, 2024

VERIFICATION

I, Joseph F. Schwartz, Esq., attorney for Petitioner, hereby verify that the statements made in the foregoing Petition are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Joseph Schwartz

Joseph F. Schwartz, Esq.
Attorney for Petitioner

DATE: 9/17/24

GUARDIAN'S CONSENT TO SETTLEMENT

I, Michael Kurhan, III, parent and natural guardian of M.K., certify that my son, M.K., is of sound physical and mental health. Furthermore, I, Michael Kurhan, III, consent to the settlement of the claim on behalf of my son, M.K., in the amount of \$35,000.00 and further certify that I have reviewed the distribution sheet of attorney's fees and costs with Joseph F. Schwartz, Esquire and approve the said settlement which is, in my opinion, in the best interest of my son, M.K.

DocuSigned by:

E1A4F7D550194A4...
Michael Kurhan, III

DATE: 9/17/2024

EXHIBIT “A”

Name: Michael Kurhan IV | DOB: 11/29/2007 | MRN: 55153056 | PCP: Krysten A Varano, CRNP

Appointment Details(Michael)

Notes

Understanding Provider Notes in MyCHOP

Click [here](#) to review the FAQ in English

Click [here](#) to review the FAQ in Español

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ED Provider Notes

Dr. D Casher at 7/9/2022 11:48 AM

EMERGENCY DEPARTMENT MD/APP PROVIDER NOTE

History of Present Illness: Source:mother

CC: Michael Kurhan is a 14 year old male with no chronic medical conditions who presents after ankle injury at spin class with left ankle pain.

HPI: Injury time, mechanism, severity:

- Time of injury: at spin class today, foot attached to pedal fell off bike
- Now has ankle pain, can't walk

HPI: Associated / Alleviating signs and symptoms, prior treatment:

- Pain: moderate

Past Medical History: Healthy child

Family History: Unable to obtain

Social History: summer vacation

Primary Care Clinician: Varano, Krysten

Medication list and Allergies: Reviewed and updated in the electronic health record

Immunizations Status: Routine immunizations up to date

Review of Systems:

Constitutional: no fever

Respiratory: no cough

Gastrointestinal: no abdominal pain

Musculoskeletal: see HPI, joint pain:left ankle, swelling:left ankle and injury:left ankle
Neurologic: no headache
All other systems reviewed and negative

Physical Exam:

Vital signs: BP 109/63 | Pulse 93 | Temp 37.2 °C | Resp 22 | Wt 47 kg | SpO2 99%

General: alert, well developed, well nourished, in no acute distress

Head: normocephalic and atraumatic

Eye: extra-ocular movements intact and normal conjunctivae:

ENT: mucous membranes moist

Neck: neck is supple with full active range of motion

Cardiac: regular rhythm

Chest: clear to auscultation bilaterally

Abdomen: soft, nontender, and nondistended

Genitourinary: deferred

Extremity: brisk capillary refill, range of motion: reduced due to pain, left ankle, swelling: left ankle, mild and tenderness: left ankle, lateral>medial, distal tibia

Neuro: gross motor exam normal by observation, normal mental status

Psychiatric: normal mood and affect

Skin: no rashes

Medical Decision-Making / Differential Diagnosis / Plan:

Fracture: X-ray to diagnose / assess alignment

Consults / Communication:

None

Procedures:

None

Pertinent Results:

XR Ankle LT 3vw AP/Obl/Lateral

Collection Time: 07/09/22 11:39 AM

Impression

Lateral ankle soft tissue swelling. Subtle cortical irregularity of the distal fibular epiphysis seen only on the oblique radiograph is favored to be artifactual, however nondisplaced fracture is not excluded. Correlation with mechanism of injury is suggested.

Response / Reassessments:

No fracture on X-ray. Question of irregularity at fibula but radiology thought possible artifact. Will stabilize in cam boot with ortho follow up. Discussed with parents that given nature of injury (foot trapped in pedal) and swelling/pain laterally, may have true fibula fracture. Asked parents to see orthopedics this week, elevate foot, stay in cam boot (no displacement).

Clinical Impressions as of 07/09/22 1343

Sprain of other ligament of left ankle, initial encounter

Sports accident

Disposition:

Discharge: Reviewed cast / splint instructions with family. Return to ED if signs of neurovascular compromise

Follow up with Orthopedics

Pain medications prescribed and reviewed with family.

Behavioral Health Screen: No Behavioral Health Screen was performed during the ED visit

Resident / APP / MedStudent / Fellow:

Attending Attestation:

Attending primary evaluation: I evaluated this patient primarily without another provider. My complete history and physical are provided. Danielle Casher, MD. Date of service: 7/9/2022

ED Notes

Melinda M at 7/9/2022 1:40 PM

DISCHARGED BY PHYSICIAN/APP - Physician/APP reviewed instructions, answered questions, and discharged patient.

Lindsey B at 7/9/2022 1:37 PM

DISCHARGED BY PHYSICIAN/APP - Physician/APP reviewed instructions, answered questions, and discharged patient.

Melinda M at 7/9/2022 11:46 AM

Patient returned from Xray, ankle unwrapped at this time, left ankle swelling noted. Positive pulse

Discharge Instructions

Dr. D Casher at 7/9/2022 1:35 PM

Children's Hospital of Philadelphia
Emergency Department

Work/School Excuse - Trauma, Lower Extremity

Date: July 9, 2022

Patient: Michael Kurhan IV

May Return to Work/School: When pain improved and able to transport.

Restrictions/Comments: Use crutches or other assistance for transportation. No gym class or athletics until cleared by follow-up provider.

Note to Employer / School Official:

The patient named above was seen in our Emergency Department today. Any recommended restrictions on activity are listed above. At the time of the follow-up visit, the patient's physician may decide that other restrictions are necessary.

Clinician Signature_____

Sprained Ankle

The ankle joint is made up of three bones held together by several strong bands, called ligaments. If the ankle is forcefully bent, hit or twisted, one or more of these ligaments may be damaged, resulting in a "sprained ankle". Most of the time this results from sports injuries, falls or car accidents. Depending on the circumstances, the ligaments may be only slightly stretched, or they may be completely torn.

What are the symptoms?

A sprained ankle produces pain that gets worse with any movement of the foot. The ankle may feel weak. In addition, there may be some swelling or discoloration of the skin around the ankle and a feeling of weakness of the ankle.

What are the risks?

Ordinarily a sprained ankle heals within 2 to 3 weeks and does not produce any serious medical problems. There are, however, some risks:

1. Severe sprains can take months to heal.
2. If the skin has been cut or scraped, it may get infected.
3. A badly sprained ankle sometimes develops severe swelling that can cut off the circulation to the foot.
4. A badly sprained ankle can lead to persistent ankle pain that lasts for months or even years. Proper care is important to prevent weakness and repeated ankle sprains in the future.

----- INSTRUCTIONS -----

- 1) REST the ankle and give it time to heal. When the ankle is no longer painful, gradually start using the leg again, but be careful. If you put too much stress on the ankle too quickly, you could re-injure it. Remember: If it hurts to move the ankle, then you should not be moving it. Avoid weight bearing the first 48-72 hours. When the ankle is no longer painful at rest, start with standing on it using crutches. When you can stand without pain, start walking and doing range of motion exercises (move the foot up and down and in circles). Don't begin running or sports activities until you can walk without pain.
- 2) If you have an Ace wrap that feels too tight, loosen it.
- 3) Keep the ankle elevated slightly above the heart level as much as possible for the first two to three days. This will help keep the swelling down.
- 4) Ice packs are helpful during the first two days. Put the ice in a plastic bag. Roll up the bag in a towel and put it on the ankle for 5 to 15 minutes at a time at least 4 times a day.
- 5) After the first two days, warm packs may help ease the pain and speed healing. Roll up a small towel. Soak it in warm water and put it on the ankle for 5 to 15 minutes at a time.
- 6) No medicine will relieve the pain completely, but ibuprofen (Advil) and acetaminophen (Tylenol) may help.
- 7) SEEK IMMEDIATE MEDICAL ATTENTION if:
 - A) you develop severe or increasing pain, severe swelling, numbness, tingling, weakness or discoloration in the leg, ankle or foot OR
 - B) you develop chest pain, difficulty breathing or pass out.

USE OF CRUTCHES (if prescribed)

- * Do not have your child rest his/her underarms on the crutches. Putting weight on the underarms can cause nerve damage.
- * Walk with crutches as demonstrated in the Emergency Department. Do not put weight on the cast unless told to do so.
- * Help your child go up and down stairs until you are comfortable he/she can do it well.

* Always use crutches with rubber tips and wipe the tips dry if they get wet so they are not slippery.

Name: Michael Kurhan IV | DOB: 11/29/2007 | MRN: 55153056 | PCP: Krysten A Varano, CRNP

Appointment Details(Michael)

After Visit Summary®

AFTER VISIT SUMMARY


Michael Kurhan IV MRN: 55153056 DoB: 11/29/2007

7/11/2022 CALL CENTER(AFTER HOURS PROGRAM) 215-590-1000

Fax: 215-590-5660

Today's Visit

You saw Prvdr A, RN on Monday July 11, 2022.

What's Next

JUL
15
2022
NPV ORTHOPEDICS with Dr. M Grady, MD
 Friday July 15 10:15 AM

 Orthopedics- SMS King of Prussia
 550 South Goddard Blvd
 King of Prussia Specialty Care
 Center
 KING OF PRUSSIA PA 19406
 215-590-1527

Allergies as of 7/11/2022

| | Noted | Reactions |
|-------------------|------------|--------------|
| Shellfish Allergy | 10/20/2018 | Anaphylaxis |
| Amoxicillin | 10/20/2018 | Hives |
| Cefdinir | 10/20/2018 | Rash General |

Your Medication List as of July 11, 2022 11:59 PM

i For your privacy, any medications your clinician marked as private are not included in this list. This message appears even if the list is complete. If you have any questions about a medication you don't see here, contact your doctor. Always use your most recent med list.

Allegra Allergy 180 mg tablet
 Generic drug: fexofenadine

* **azelastine** 0.05 % solution
 Commonly known as: OPTIVAR

* **azelastine** 0.05 % solution
 Commonly known as: OPTIVAR

* **EPINEPHrine** 0.3 mg/0.3 mL auto-injector

* **Auvi-Q** 0.3 mg/0.3 mL auto-injector
Generic drug: EPINEPHrine

* **Auvi-Q** 0.3 mg/0.3 mL auto-injector
Generic drug: EPINEPHrine

ibuprofen 400 mg tablet


Take ONE tablet(s) (400 mg total) by mouth every 6 hours as needed for Pain or Fever.

mometasone 0.1 % cream
Commonly known as: ELOCON

phenol (Chloraseptic 1.4%) 1.4 % oral spray

Take by mouth every 2 hours as needed for Pain.

Triamcinolone Acetonide 55 MCG/ACT Aero

 * This list has 5 medication(s) that are the same as other medications prescribed for you. Read the directions carefully, and ask your doctor or other care provider to review them with you.

Patient Satisfaction Survey

CHOP is committed to providing your family the very best in healthcare. You may receive a survey from Press Ganey that will ask you about your experience with us. Your feedback helps us improve the patient and family experience. Thank you for choosing Children's Hospital of Philadelphia.

This *After Visit Summary* provides information about your visit today and includes important information from Michael's chart. Please review the information carefully. If you think that any of the information is not correct, please let us know. Thank you for allowing us to care for Michael.

Additional Information

| | | | |
|--|--|---|--|
| <p>The DAISY Award®</p> <p>Honoring nurses internationally in memory of J. Patrick Barnes</p> <p>NOMINATE YOUR NURSE!</p> <p>THE DAISY AWARD FOR EXTRAORDINARY NURSES IS GRANTED TO NURSES WHO DEMONSTRATE EXTRAORDINARY COMPASSION AND NURSING CARE</p> | | <p>THE POPPIES AWARD</p> <p>THE POPPIES AWARD FOR EXCEPTIONAL NURSING <i>SUPPORT STAFF</i> MEMBERS WHO DEMONSTRATE SUPPORT TO NURSES AND DEMONSTRATE THE POWER OF POSITIVE PEOPLE IN EXCELLENT SERVICE</p> | |
| <p>Scan this QR Code:</p> <p>Or</p> <p>Click this link</p> | | <p>Scan this QR Code:</p> <p>Or</p> <p>Click this link</p> | |



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Name: Michael Kurhan IV | DOB: 11/29/2007 | MRN: 55153056 | PCP: Ryan Mascio, DO

Appointment Details(Michael)

Notes

Understanding Provider Notes in MyCHOP

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Progress Notes

Dr. M Grady at 8/5/2022 10:06 AM

ORTHO PATIENT ENCOUNTER

I had the pleasure of seeing Michael Kurhan IV for a follow up visit at the Children's Hospital of Philadelphia. Michael is a 14 year old male who presents today regarding left ankle pain.

HISTORY OF PRESENT ILLNESS

The history was obtained from the patient and his father.

Michael is here for follow up regarding lateral left epiphyseal fracture that occurred while riding a stationary bike. Was seen in clinic and casted on 7/17 (about 1 week out from his injury), which he wore for about 3 weeks. He was full weight bearing while wearing the cast with no issues. Has not needed ibuprofen for a few weeks. He reports no pain today of the left ankle. Denies numbness/tingling.

Cast removed in clinic today.

PHYSICAL EXAM:

| | EXAMINATION |
|-----------------------|--|
| Vitals | Temp 97.5 °F (36.4 °C) (Oral) Ht 1.61 m (5' 3.39") Wt 47.7 kg (105 lb 2.6 oz) BMI 18.40 kg/m ² |
| Constitutional | Healthy, and well nourished in no acute distress. |
| Respiratory | Normal effort, no respiratory distress, no cyanosis |
| Cardiovascular | Visualized extremities without edema or varicosities, warm, brisk cap refill |
| Neurological | Patient is awake and alert. Normal motor exam of the tibial, saphenous, and peroneal nerves. Sensation grossly intact. |
| Skin | Visualized skin intact, no unusual birthmarks |

Exam of the Left Ankle/ Foot:

Gait: no evidence of antalgia
Examination of left ankle
Inspection: Normal Alignment
Effusion: None noted
Ecchymosis: None noted
Soft Tissues: Normal
Tenderness to palpation of the ankle: Non-tender
Tenderness to palpation of the foot: Non-tender
Masses: Absent

ROM:

Passive Dorsiflexion with heel in varus and knee extended: 0 R/ +5 L
Passive Subtalar Motion: Normal bilaterally
Muscle Strength: Normal about the ankles.

Special Tests:

Calcaneal squeeze test: Negative
Anterior Drawer: Firm End Point
Talar Tilt : Firm End Point
Pain with single leg hop: Negative
Tolerates ambulation on toes and heels.

Michael's contralateral ankle and foot is normal except as noted above.

IMAGING:

X-Rays:

Date: today
Facility: CHOP
Views: 3 views of the left ankle
My interpretation: healing fracture of the left lateral malleolus

Radiologist's report: FINDINGS:

There is healing left lateral malleolus fracture in good alignment, no fracture distal tibia is seen, left ankle mortise is intact, soft tissue of the left ankle is normal,

IMPRESSION:

Healing left lateral malleolus fracture in good alignment

ASSESSMENT:

14 year old male seen 7/17 for left lateral epiphyseal malleolar fracture. He has no tenderness on exam today and is able to tolerate weight bearing without pain. XRs of the left ankle today show healing fracture of the lateral malleolus. At this time he is ready to re-start typical activities in addition to lower extremity exercises that involve stretching and strengthening the lower extremity muscles.

PLAN:

- Cast was removed in clinic today
 - Counseled to begin lower extremity stretching and strengthening exercises. Handout provided in clinic today.
 - Resume normal activities as tolerated.
- Return if symptoms worsen or fail to improve.

Please feel free to contact me with any questions.

Sincerely



Matthew Grady MD
Assistant Professor of Clinical Pediatrics
Fellowship Director, Primary Care Sports Medicine
Department of Pediatrics
Division of Orthopedic Surgery
Children's Hospital of Philadelphia
gradym@email.chop.edu
office 215 590 1527

Barriers to Learning: No Issues.

Attestation Statements: Attending Attestation for Residents & Fellows: I have seen and examined Michael Kurhan IV on 8/5/2022. I have reviewed the resident's/fellow's documentation. My history and exam confirms the resident's/fellow's findings and have been updated as necessary. I have viewed all pertinent imaging on this patient. Matthew F Grady, MD

Electronically signed: Thomas Swaffield, MD 8/5/2022 12:56 PM

[B Hopkins at 8/5/2022 9:44 AM](#)

ORTHO CAST ROOM REMOVAL NOTE

Order:

Left Lower extremity cast removed.

Skin intact.

[Patient Instructions](#)

[Dr. T Swaffield at 8/5/2022 10:22 AM](#)

Patient education material Lower Extremity Flexibility Exercises #1 (form#48:B:03i) given to family.

Michael may resume normal activity as tolerated.

Name: Michael Kurhan IV | DOB: 11/29/2007 | MRN: 55153056 | PCP: Ryan Mascio, DO

Appointment Details(Michael)

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Telephone Encounter

[Ian McGinnis at 8/16/2022 12:41 PM](#)

PT prescription sent via MyCHOP and through email.

[Ian McGinnis at 8/12/2022 3:09 PM](#)

Spoke with dad, Michael was seen in the office 1 week ago and had his cast removed. Dad states that since then Michael has been walking with a limp. Michael does not complain of pain when he is walking, but he does say that it feels a little bit uncomfortable. Dad is wondering if this is normal for his stage postinjury or if there could be something more serious going on. Michael has not returned to sports, but he has been doing all of his activities of daily living including going for long walks and going to the beach.

I advised that one of the side effects of being immobilized for 4 weeks is that the muscles around the ankle undergo some atrophy and the ankle can become very stiff. At this stage it is not abnormal to feel some discomfort and not be back to normal walking. Dad is not sure whether or not Michael has been working on his stretching routine that was given to him at his last visit, but does not seem to think that he is. I advised dad to give it another week to see if his walking improves, but suggested that physical therapy may be an appropriate next step if he is not making progress with home program.

We will write a physical therapy prescription and send it to Michael's MyChart account, as well as email it to his fathers email address that he provided (Mkurhan@rcbc.edu)

[J Hofmann at 8/12/2022 2:52 PM](#)

Dad calling concerned that Michael had his cast off and is still limping and in pain. Please call to discuss.

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EXHIBIT “B”

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Claim Number: 1486-GL-22-0300347-001

SETTLEMENT AND RELEASE OF ALL CLAIMS

In return for consideration of the payment of the sum of \$35,000.00 (the "Settlement Amount") to M.K., a Minor by Michael Kuran, III, his Guardian; and Michael Kuran, Individually ("Releasors"), the Releasors, for himself and heirs **releases and forever discharges** Life Time, Inc., LTF Club Operations Company, Inc., and CorVel Corporation, ("Releasees" in this document), and their agents, servants, employees, insurance adjustors, and any other affiliated subsidiaries, persons, or entities ("Releasees"), from any and all claims, actions, losses, expenses, or suits of any kind or nature whatsoever, including, without limitation, any and all claims of Releasors for damage, injury, pain and suffering, emotional distress, loss of wages, loss of earning capacity, loss of consortium, medical costs, punitive, or property damages, arising out of or in any way related to any and all injuries, or other damages, whether known or unknown, that Releasors allege to have sustained on the 9th Day of July, 2022, at Life Time – King of Prussia Location, 700 E. Swedesford Road, Wayne, PA. (the "Incident").

In further consideration of the settlement amount recited above, the Releasors understand and agree that this Settlement and Release of all Claims ("Settlement") is the compromise of a disputed claim and that payment is not to be construed as an admission of liability on Releasees, and that Releasees specifically deny any and all liability and intend merely by this settlement to avoid further disputes or litigation. It is further stipulated and agreed that it shall be the duty of the Releasors to satisfy any and all liens including, but not limited to, health insurance, medical, subrogation, workers' compensation, personal injury protection, attorneys' fees and expenses, Medicare and Medicaid liens, and any other liens associated or related to care, services or benefits provided to the Releasors arising out of the above referenced Incident.

In further consideration for the payment of the settlement amount, Releasors do hereby agree to hold harmless and indemnify Releasees from any such claims and liens asserted by the above.

If Releasor(s) is a Medicare beneficiary, he/she/they hereby waives any claims for any damages, including a private cause of action provided by 42 U.S.C. § 1395y(b)(3)(A).

It is understood and agreed that except as may be required by law or order of a court or other judicial body of competent jurisdiction, the Parties and their counsel shall keep confidential the terms of this Agreement and any reference to the circumstances giving rise hereto, and shall state only that an agreement was entered into in compromise of disputed claims. These mutual promises are the sole consideration for confidentiality concerning the settlement of this case.

Releasors understand and affirm that he/she is of legal age, of sound mind, and enters into this settlement voluntarily for full and complete release of any and all potential claims related to the Incident. Releasors also acknowledge that this settlement will discharge any and all legal rights that Releasors may have against Releasees arising from the Incident. By signing this Settlement,

Releasors agree that Releasees have done nothing to try to induce him/her to enter into this settlement.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this
the 19 day of
AUG, 2024, to this Settlement and Release of All
Claims.

[Signature] (Signature, Releasor)
Michael Kurhan (Print Name, Releasor)

STATE OF Pennsylvania
COUNTY OF Delaware

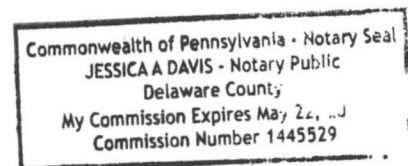
I, Jessica Darks, a Notary Public of
Delaware County, State of
PA, do hereby certify that
Michael Kurhan (the "Signatory") personally appeared
before me this day and acknowledged the execution of the foregoing instrument.

The Signatory acknowledged to me that she voluntarily signed the foregoing
document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this 19 day of
AUG, 2024.

Notary Public: [Signature]

Print Name: Jessica Darks



[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: 5/22/2028
[NOTARY SEAL}
(MUST BE FULLY LEGIBLE)

EXHIBIT “C”

UNITED REVENUE COLLECTION SERVICE
PO BOX 1184
LANGHORNE PA 19047
(215) 750-1802

To: PARENT OF KURHAN
FOR MICHAEL KURHAN
68 LLANGOLLEN LN
NEWTOWN SQUARE PA 19073-3136

Reference: 311353

Apr 18, 2023

UNITED REVENUE COLLECTION SERVICE is a debt collector. We are trying to collect a debt that you owe to BERWYN FIRE DEPT E.M.S.. We will use any information you give us to help collect the debt.

Our information shows:

You were provided services by BERWYN FIRE DEPT E.M.S. with account number 2201301

| | |
|--|-----------------|
| As of 07/09/2022, you owed: | \$1,219.00 |
| Between 07/09/2022 and today: | |
| You were charged this amount in interest: + | \$0.00 |
| You were charged this amount in fees: + | \$0.00 |
| You paid or were credited this amount toward the debt: | -\$582.48 |
| Total amount of the debt now: | \$636.52 |

This is an attempt to collect a debt.
Any information obtained will be used for that purpose.

This communication is from a debt collector.

Office Phone #: (215) 750-1802
Business Hours: M-W-F 9AM - 5PM EST
Tues-Thurs 9AM-7PM EST

How can you dispute the debt?

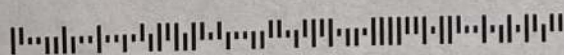
- **Call or write to us by 05/24/2023, to dispute all or part of the debt.** If you do not, we will assume that our information is correct.
- **If you write to us by 05/24/2023, we must stop collection on any amount you dispute until we send you information that shows you owe the debt.** You may use the form below or write to us without the form. You may also include supporting documents.

What else can you do?

- **Write to ask for the name and address of the original creditor, if different from the current creditor.** If you write by 05/24/2023, we must stop collection until we send you that information. You may use the form below or write to us without the form.
- **Go to www.cfpb.gov/debt-collection to learn more about your rights under federal law.** For instance, you have the right to stop or limit how we contact you.
- Contact us about your payment options.
- Póngase en contacto con nosotros para solicitar una copia de este formulario en español.

232-SDCRS010-111-11/21/22

PO BOX 1184
LANGHORNE PA 19047
ADDRESS SERVICE REQUESTED



0014120024077104987619073313668-000232Z-ygzieCAA6M

PARENT OF KURHAN
FOR MICHAEL KURHAN
68 LLANGOLLEN LN
NEWTOWN SQUARE PA 19073-3136



21569
1/17

How do you want to respond?

Check all that apply:

☐ I want to dispute the debt because I think:

☐ This is not my debt.

☐ The amount is wrong.

☐ Other (please describe on reverse or attach additional information).

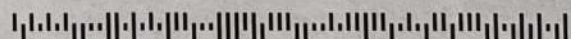
☒ I want you to send me the name and address of the original creditor.

☐ I enclosed this amount: \$

Make your check payable to UNITED REVENUE COLLECTION SERVICE include the reference number 311353.

☐ Quiero este formulario en español.

Mail this form to:



UNITED REVENUE COLLECTION SERVICE
PO BOX 1184
LANGHORNE PA 19047

EXHIBIT “D”



FAX

To: SUSAN SOLE
Company: SILVER AND SILVER
Fax: 6106580668

From: Carol Anderson
Fax Number: (800) 362-5077
Phone Number: (888) 870-8842
Reference #: 129853970
Email #: carol.anderson@optum.com

Notes

The Attorney Portal is LIVE! For faster responses, updated balances, and more, go to: <https://subroreferrals.com>.

NOTICE OF CONFIDENTIALITY:

This communication is directed solely to the Addressee and may contain confidential or legally privileged Personal Health Information protected by federal and state law.

If you are not the Addressee indicated above:

1. DO NOT read the following pages.
2. DO NOT retain, copy distribute, or disseminate the following pages.
3. Call the Sender IMMEDIATELY (collect if necessary) and report the misdelivered fax.

NEITHER THE TRANSMISSION OF THE ATTACHED PAGES NOR ANY ERROR IN TRANSMISSION OR MISDELIVERY SHALL CONSTITUTE A WAIVER OF ANY APPLICABLE LEGAL PRIVILEGE

Date and time of transmission: 08/26/2024 10:19:48 AM
Number of pages including this cover sheet: 2



PO Box 2789
Warminster, PA 18974
Fax: (800) 362-5077

08-26-2024

SUSAN SOLE
SILVER AND SILVER
42 W LANCASTER AVE 3RD FL
ARDMORE PA 19003

Optum Event Number: 129853970
Legacy Case Number: 103548756
Patient: MICHAEL KURHAN
Health Plan: UnitedHealthcare
Coverage Type: Commercial Self-Funded
Date of Loss: 07-09-2022

Dear SUSAN SOLE:

The lien in this matter is currently \$4,082.36. This will confirm that the Plan has agreed to resolve this matter for the sum of \$3,582.36.

Please remit a check payable to "Optum," Federal Tax Identification number 41-1858498. Please also include the Optum Event Number and Patient's name on the check and send to the following address:

Optum
PO Box 182643
Columbus, OH 43218

Please send correspondence to the return address provided above. Please contact me with any questions.

Sincerely,

Carol Anderson

Carol Anderson, Recovery Specialist
888-870-8842
carol.anderson@optum.com

CONFIDENTIALITY NOTICE: This document is for the sole use of the intended recipient(s) and may contain information protected by federal HIPAA laws, the attorney-client privilege, the attorney work product doctrine or other applicable privilege or confidentiality laws or regulations. If you are not an intended recipient, you may not review, use, copy, disclose or distribute this message or any of the information contained in this message to anyone. If you are not the intended recipient, please contact the sender and destroy all copies of this message and any attachments.

SP - 129853970/009-Final Lien with Reduction

EXHIBIT “E”

SILVER & SILVER

Attorneys at Law

CONTINGENCY FEE AGREEMENT

THIS AGREEMENT is made July 14, 2022, between SILVER AND SILVER, as "Attorneys" and Michael Kurhan, IV, a minor, by and through his father and legal guardian Michael Kurhan, III, as client.

1. I hereby retain the law firm of Silver and Silver to represent me, to institute suit, adjust or settle such claims or actions as may be deemed advisable by my Attorneys, to recover damages arising out of an incident occurring on or about July 9, 2022, against any persons, firms, or corporations deemed to be liable.

2. In consideration of the services rendered, it is agreed that, my Attorneys shall deduct Thirty-three and one third percent (33 1/3%) from the gross settlement and retain the same as their fee. Should no money be recovered by suit or settlement, my Attorneys shall have no claim against me of any kind for services rendered.

3. Silver and Silver agrees to investigate my claim referred to in Paragraph 1 above. If, in the opinion of my Attorney, such claims appear to be recoverable, my Attorneys shall proceed to represent me/us by instituting suit, adjusting or settling such claims or actions as may be deemed advisable by my Attorneys; but if, after investigation, such claims are not recoverable in the opinion of my Attorneys, Silver and Silver shall have the right to rescind this Agreement.

4. Silver and Silver is authorized to pay from the client's share of any recovery, medical and hospital expenses, repair bills, subrogation claims, witness fees, or other costs associated with filing, pre-trial discovery, investigation, medical evaluations and reports, and any other necessary expenses associated with the claim of Client or necessary to the recovery of the claim. In addition, client understands that Silver and Silver may be obligated to pay out of client's share any child support arrearages and cash assistance along with Medicaid and Medicare liens.

5. This Agreement does not contemplate or require Silver and Silver to file an appeal from any proceeding. If an appeal is filed, the terms of this agreement will continue to be in force.

6. I agree to keep Silver and Silver advised of my whereabouts and to cooperate at all times in the preparation and trial of this case, to appear upon reasonable notice for depositions and court appearances and to comply with all reasonable requests made by Silver and Silver in the preparation and presentation of any claims referred to herein.

7. I agree that the employment of Silver and Silver in these proceedings will not be terminated without prior payment of the fees and costs advanced. It is understood that Silver and Silver may withdraw from this case at any time after reasonable notice to

SILVER & SILVER

Attorneys at Law

client. In the event of a fee dispute, I agree that the exclusive remedy shall be with the Fee Dispute Committee of the Montgomery County Bar Association, Norristown, PA.

8. Silver & Silver will electronically retain the portions of your file as required by the Bar Association for at least five (5) years following the completion of all work, following which the file may be destroyed.

9. I authorize Silver and Silver to endorse any checks from Defendants or insurance companies in this matter so the funds can be deposited into the attorney escrow account for final distribution.

10. I ACKNOWLEDGE RECEIPT OF A DUPLICATE ORIGINAL OF THIS AGREEMENT.

Silver and Silver

BY: _____

DocuSigned by:

Michael Kurhan

E1A4F7D660404A4...

Michael Kurhan, III,
As father and legal guardian of
Michael Kurhan, IV, a minor